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#### Contract Database Metadata Elements

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Union: **Fayetteville-Manlius Custodial-Maintenance Association**

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Fayetteville-Manlius Central School  
District And Custodial-Maintenance  
Personnl Assn

SD  
CUS

**CONTRACT BETWEEN**  
**THE**  
**FAYETTEVILLE MANLIUS SCHOOL DISTRICT**  
**AND THE**  
**FAYETTEVILLE MANLIUS SCHOOL DISTRICT**  
**CUSTODIAL-MAINTENANCE ASSOCIATION**

**Term of Agreement, July 1, 2002 to June 30, 2005**

**RECEIVED**

**NOV 24 2003**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

## TABLE OF CONTENTS

Agreement .....	1
Article I Recognition .....	1
Article II Definition .....	1
Article III Rules and Regulations .....	2
Article IV Compensation .....	3
Article V Holidays .....	5
Article VI Vacations .....	6
Article VII Leaves .....	7
Article VIII Emergency Closing Days .....	10
Article IX Retirement Program .....	11
Article X Health Insurance.....	11
Article XI Grievance Procedure .....	12
Article XII Seniority.....	14
Article XIII Savings Clause .....	16
Article XIV Taylor Law Clause .....	16
Article XV Sick Bank.....	17
Article XVI License Reimbursement.....	18
Article XVII Personnel File.....	18
Article XVIII Educational Reimbursement .....	19
Article XIX Clothing Allowance.....	19
Article XX Term of Agreement.....	20
Signature Page .....	20
Schedule A Wages.....	21
Appendix I (1) .....	23
Appendix I (2) .....	24
Appendix I (3) .....	25

## **AGREEMENT**

Between Fayetteville-Manlius Central School District ("District") and Fayetteville-Manlius Custodial-Maintenance Association ("Association") to govern the terms and conditions of employment and the administration of grievances arising thereunder.

### **ARTICLE I RECOGNITION**

The District agrees that the Association is the exclusive bargaining agency for all custodians, cleaners, grounds persons and maintenance employees of the District ("Employees"), except for those with title of Supervisor, a supervisory position with the title of level III, temporary, per diem, casual, or seasonal employees.

### **ARTICLE II DEFINITION**

A) Full-time Employee shall be any Employee regularly employed for not less than twenty (20) nor more than forty (40) hours per week and twelve (12) months per year.

1. Custodial Worker I
2. Custodial Worker II
3. Custodial Helper
4. Maintenance Helper
5. Maintenance Worker I
6. Custodian I
7. Driver-Messenger
8. Grounds person
9. Custodian II
10. Maintenance Worker II
11. Motor Equipment Operator
12. Grounds Crew Leader

B) School Year shall be the period of July 1 through June 30.

### **ARTICLE III RULES AND REGULATIONS**

- A) The parties agree that reasonable Rules and Regulations made by the District, including the qualifications for employment, disciplinary measures and other pertinent matters relating to the maintenance of buildings and equipment shall be observed and respected by all Employees.
- B) A copy of these Rules and Regulations shall be made available by the District to all Employees.
- C)
  - 1. Discipline of unit employees for violation of Rules and Regulations shall be according to NYS Civil Service Law Section 75 (hereafter referred to as Section 75) for those employees who have such protection by operation of NYS Civil Service Law.
  - 2. Discipline of unit employees for violation of Rules and Regulations who are not provided Section 75 protection by NYS Civil Service Law shall be provided Section 75 protection after five (5) years of consecutive service with the District. However, with respect to unit employees described in C(2) only:
    - a. It is mutually agreed that the penalties related to minor violations as stated in the Rules and Regulations are necessary for an orderly and efficient operation. The parties agree that the District may impose discipline up to and in accordance with the departmental Rules and Regulations.
    - b. The parties further understand and agree that this provision constitutes an explicit waiver from all of the procedures set forth under Section 75 of the NYS Civil Service Law for those unit members otherwise entitled with regard to discipline of up to and including five (5) unpaid days suspension.
    - c. In those cases where discipline is to exceed five days suspension, employees not covered by NYS Civil Service Section 75 rights shall be provided Section 75 protection after five years of consecutive service with the District.

## **ARTICLE IV COMPENSATION**

### **A) WAGES**

Wages shall be in accordance with Schedule "A" and attached to and made a part of the Agreement.

### **B) OVERTIME**

Time and one-half ("Overtime") shall be paid for all hours worked:

1. In excess of eight (8) in any day, or
2. In excess of forty (40) in any work week.

Double time shall be paid for all hours worked:

1. On holidays, set forth in Article V hereof, provided that the Employee is eligible for holiday pay, and provided that during the week in which the holiday falls the Employee has been credited with working not less than forty (40) hours.

For the purposes of subparagraph 2 above, an Employee shall be credited with the number of hours for which (s)he receives holiday pay as hours during the week in which the holiday falls.

In the event an extreme emergency arises which requires an Employee to work on Saturday or Sunday, and that Employee has been absent from work during the regular work week prior to the emergency due to bona fide illness, consideration for payment at the overtime rate for such Saturday and Sunday work, shall be given by the District-wide designated supervisor, and/or the Business Manager.

C) HEAD CUSTODIANS

Head Custodians (or an approved designee), responsible for the condition of their buildings, shall receive one hour and one-half (1 1/2) of pay at the applicable rate for inspecting their buildings on the days specified in a schedule list for the calendar year issued by the Custodial Supervisor. In the event such inspection reveals an emergency situation which must be corrected immediately, they shall receive pay at the applicable rate for the hours actually worked to correct said situation.

D) It is expressly understood that no overtime on overtime shall be paid.

E) If in the course of employment it is necessary for an Employee to use his/her own vehicle, said employee shall be reimbursed for said mileage at the rate set by the Board of Education to cover said use of a vehicle, provided:

1. That prior to making said trip the Employee obtains the permission of the Custodial/Maintenance Supervisor to make said trip, and
2. That the Employee files a trip sheet in the form required by the District substantiating said trip.

F) Members must attend orientation, awareness, in service, or training meetings in accordance with local, state or federal requirements as to employee or student health, safety, or welfare. These meetings may be held outside of the normal workday with pay.

- G)
1. Effective July 1, 2002, employees called in to work outside of their regular shift in order to address an emergency will be paid for a minimum of two (2) hours.
  2. Effective July 1, 2004, employees called in to work outside of their regular shift in order to address an emergency will be paid a minimum of three (3) hours.

## **ARTICLE V HOLIDAYS**

- A) Each full-time Employee shall be paid his/her normal daily rate for his/her regular daily hours for 12 holidays, scheduled by mutual agreement of the Director of Business Services and the Association President, and one floating holiday, the scheduling of which must be approved by the District wide designated supervisor. The District will notify the Association President as to the identity of the district-wide supervisor and any changes thereafter made in such designation.
- B) Should any scheduled holidays fall on the regular day off for any permanently assigned non-Monday through Friday workers, the holiday shall be rescheduled by mutual agreement between the Director of Business Services and the Association President.
- C) To be eligible for holiday pay an Employee must have worked all hours for which (s)he is scheduled to work on the day preceding and the day following such holiday. In the event an Employee has a bona fide illness which prevents him/her from working on the day preceding or on the day following a holiday, the District may, at its discretion, pay the Employee holiday pay. In the case of an Employee so claiming illness as the cause for his/her being absent prior to or following a holiday the District may request from him/her proof of such illness to substantiate the claim of illness.
- D) For each school year the District will supply to the Association President, a list of the holidays for that particular school year.



## ARTICLE VI VACATIONS

- A) A full-time Employee only shall receive the amount of vacation set forth below, provided (s)he has completed the period of continuous employment prior to the date on which (s)he takes his/her vacation. For each week's vacation due him/her pursuant to the schedule set forth below, (s)he shall receive pay at his/her regular hourly rate for his/her regular weekly hours.

Period of Continuous  
Employment Prior to June 30

Amount of Vacation

Less than one (1) year

One (1) day for each month or major portion thereof worked prior to June 30 up to a maximum of ten (10) days (two [2] weeks).

At least one (1) year but  
not more than five (5)

Ten (10) days (two [2] weeks).

At least five (5) years, but  
not more than fifteen (15)

One (1) day for each additional year worked in excess of five (5) years with a maximum period of twenty (20) days (four [4] weeks) reached upon completion of fifteen (15) full years on or before the Employee's anniversary date of employment.

The following is to be used in interpreting vacation days:

DOH: March 1, 1986:

October 17, 1988:

March 1, 1987-1 year

October 17, 1989--1 year

March 1, 1988-2 years

October 17, 1990--2 years

March 1, 1989-3 years

October 17, 1991--3 years

March 1, 1990-4 years

October 17, 1992--4 years

March 1, 1991-5 years

October 17, 1993--5 years

March 1, 1992-6 years (11 days)

October 17, 1994--6 years

March 1, 1993-7 years (12 days)

October 17, 1995--7 years

(11 days)

March 1, 1994-8 years (13 days)

October 17, 1996--8 years

(12 days)

- B) Employees shall submit their requests to the District-wide designated supervisor two (2) weeks in advance. Scheduling of vacation periods will be at the discretion of the District-wide designated supervisor.
- C) The District, by decision to be announced not later than May 15, at its discretion, elect to shut down custodial and maintenance operations entirely for either one (1) or two (2) weeks, and if it so elects the period of shutdown shall constitute, dependent on the length of shutdown and the vacation entitlement of individual Employees, the applicable portion or all of each Employee's vacation period. In the event of a shutdown, employees will be given the option to use vacation days or take the shutdown as leave without pay.

## **ARTICLE VII LEAVES**

### **A) Sick Leave - Full-time Employees**

- 1. Full-time employees who have worked for the District ten (10) consecutive months shall be entitled to not in excess of twenty (20) working days per year at their applicable compensation rate for personal illness.
- 2. Full-time Employees who have not worked for the District for ten (10) consecutive months shall be entitled to two (2) days per month at their applicable compensation rate for personal illness, commencing from the end of each month worked for a ten (10) month period.
- 3. Days not used during a school year shall be credited to each eligible Employee at the beginning of the following school year provided that the maximum accumulation of unused sick leave days shall be two hundred forty (240), further provided that any such accumulation shall be removed and shall not be paid for upon termination of employment or retirement and further provided that unused sick leaves shall not be credited for a following school year if the Employee does not return to work in such following school year within one (1) month of his/her scheduled date.
- 4. The District may, at its discretion, request a doctor's certificate to determine the eligibility of absence as sick leave hereunder if such absence is in excess of five (5) consecutive work days.

5. The District will issue a letter annually in September indicating the number of sick days accrued for each employee.
6. Five (5) of the twenty (20) sick days accumulated in one fiscal year shall be available for family illness. Unused days shall be carried to the next fiscal year as sick days.

B) Parental and Maternity Leaves

1. A leave of absence without pay may be granted to an Employee by the Board with the recommendation of the Superintendent for the purpose of child-bearing or child-rearing for a period not to exceed two (2) years.
2. An Employee shall notify the District not less than three (3) months before her personal physician's estimated delivery date in the event of pregnancy or not less than one (1) month before the date of adoption in the case of adoption, as to said Employee's election of the type of leave desired, which shall be one of the following:
  - a) Parental Leave of Absence without pay pursuant to Article 7 (b) 1 hereof; or
  - b) Sick Leave during the period when she is physically unable to perform her regular work duties (pregnancy only), or
  - c) Sick Leave during said period of pregnancy-related disability plus a Parental Leave of Absence without pay commencing on termination of the said period of disability. The notification to the District shall be substantially in the form attached as Appendix I.(1).
3. Procedure
  - a) For a Parental Leave of Absence, the commencement and termination date shall be agreed to by the Employee and the Superintendent or his designee. In the event this period should need to be altered, any alterations shall be mutually agreed upon by the Superintendent or his designee and the Employee.

- b) For Sick Leave during the period of pregnancy-related disability only, the Employee shall, prior to commencing the same, obtain from her personal physician and submit to the District written certification in the form attached hereto as Appendix I.(2), as to date of commencement of the disability and an estimate as to its duration.

At any time after such a Sick Leave has continued for a period of six (6) weeks after delivery, the Employee upon request from the District shall submit an additional written certification from her personal physician to the effect that the disability continues.

- c) For a combined Sick Leave and Parental Leave of Absence without pay, the Employee shall first (1st) proceed in accordance with the provisions of Article 7,(B) 3.b hereof; and then apply for Parental Leave in accordance with Article 7,(B)3.a.
- d) An Employee who is on Sick Leave portion of a Parental Leave may elect to return to work anytime prior to the beginning of the unpaid portion of the Parental Leave, thereby terminating the leave at that point.

C) Personal Leave/Personal Business Leave

1. Full-time Employees

a) Death in the Family

Time off will be granted to all Employees in the case of death of the Employee's husband, wife, mother, father, guardian, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law and almost family. Almost family shall be a person who has had a long and exceedingly close family type relationship with the Employee. A maximum of five (5) days of such time will be granted without the loss of compensation. Compensation shall be at the employee's regular hourly rate for the employee's regularly scheduled hours. The Employee shall notify the Business Manager or District wide designated representative of his/her need for such leave as soon as practicable.

b) Other Personal Business Leave

The intent of Personal Business Leave is to provide an Employee the opportunity to conduct business that cannot be performed other than during work hours. It is intended neither to serve as recreation or vacation time nor to extend a holiday or vacation period.

Each full-time Employee shall be granted up to three (3) days personal business leave with full pay subject to the following:

1. Presentation of request with reasons to Supervisor forty eight (48) hours in advance, except for emergency.
2. Approval of the request by the Custodial/Maintenance Supervisor prior to the requested day off.

D) Jury Duty

Any unit employee who is called for jury duty shall receive for each day of jury service on which he/she would otherwise work, the difference between his/her regular hourly rate and the payment received for jury duty consistent with State law. Employees are expected to return to work when not called to jury service, or if excused early and time still remains on the employee's work period.

**ARTICLE VIII  
EMERGENCY CLOSING DAYS**

- A) When an emergency closing day is declared all Employees covered by this Agreement are expected to report to work on that day.
- B) Unless the Superintendent of the District directs all District Employees not to report for work any Employee who fails to report will be charged with a Personal Business Leave Day for failing to physically report for work on said "day". In the event that said Employee has no Personal Business Days remaining (s)he will not be paid for said "day".
- C) Any employee who is on authorized leave with pay when schools are closed due to weather conditions or other emergencies shall receive full pay for such days and shall not have said days deducted from his/her applicable leave allowance.

## **ARTICLE IX RETIREMENT PROGRAM**

The New York State Twenty (20) Year Career Retirement Plan; the New York State Twenty-five (25) Year Career Retirement Plan; Section 41(j) of the New York State Retirement and Social Security Law; and Section 60(b) of the New York State Retirement and Social Security Law, will be in full force and effect during the term of this Agreement for all eligible Employees.

## **ARTICLE X HEALTH INSURANCE**

- A) The District shall provide a shared cost hospitalization and medical insurance plan equivalent to that provided for teachers. In addition, the District shall provide a shared cost dental insurance plan at not less than current benefit levels, and during open enrollment, will allow the employee the option to enroll in the instructional dental plan. Employee/employer contribution shall be as follows:

1. Health Insurance

	<u>Employee</u>
Individual Coverage	10% of premium
Dependent Coverage	15% of premium

2. Dental Insurance - The District shall provide \$120 for each participating Employee.

3. Vision Care

	<u>Employee</u>
Individual Coverage	0% of premium
Family Coverage	10% of premium

- B) An Employee who retires from the District, providing said employee has at least the full time equivalent of ten (10)<sup>1</sup> years of cumulative service with the district and be a minimum of 55 years of age, shall be entitled to maintain existing health and dental benefits. For individual coverage the retiree shall contribute on the same basis as an active Employee. Dependent coverage may be maintained at full cost to the retiree. If the retired Employee's coverage at the time of retirement included coverage for spouse, said spouse shall have the option, in the event of the death of insured Employee, of maintaining the coverage of said spouse and shall pay the full cost thereof.
- C) The District shall offer employees an optional Flexible Spending Plan. If this plan terminates under the law, premium contributions shall be treated as they were before the Plan and the parties will meet to discuss available options.

## **ARTICLE XI GRIEVANCE PROCEDURE**

The purpose of this procedure is to provide an orderly method for the settlement of a dispute between the parties over the interpretation, application or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a grievance under this Agreement and must be presented within one (1) week of the date of occurrence of the event over which grievance is made and be processed in accordance with the following steps, time limits and conditions:

### **Step 1**

- A) The grievant shall first (1st) take up his/her grievance with his/her immediate supervisor.
- B) If not settled by conference with the immediate supervisor, the grievant may at his/her election within two (2) school days after said conference, take up the grievance orally with a designated representative of the Business Manager at which conference, if requested by the grievant, a designated member of the Association shall be given an opportunity to be present.

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<sup>1</sup> FTE shall be defined as 8 hours per day for 260 days for ten years. Time served is cumulative and/or prorated unless the employee severs his/her employment with the District. In such an event, the employee shall lose all previous service time.

## Step 2

If the grievance is not settled at Step 1 the grievant may within seven (7) school days of the date of occurrence of the event over which grievance is made, reduce the same to writing and deliver to the Business Manager who shall within three (3) school days after receipt, give his written answer.

## Step 3

If the grievance is not settled by the Business Manager's written answer the grievant, through the Association only, may appeal to the Superintendent of Schools or his designated representative who shall discuss the matter with the Association's grievance committee within ten (10) school days of receipt of the Notice of Appeal.

The Superintendent or his designated representative shall give his written answer to the grievant within five (5) school days after the close of the discussion.

## Step 4

If the grievance is not settled by the written answer of the Superintendent or his representative, the Association may further appeal by giving written notice thereof to the Superintendent of Schools within five (5) school days after receipt of the written answer of the Superintendent or his representative. The parties shall then, with reasonable promptness, agree to the appointment of an impartial Arbitrator and submit the grievance to him for decision.

The arbitration proceeding shall be conducted under the rules of the American Arbitration Association.

The Arbitrator shall have no power or authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement.

The decision of the Arbitrator shall be final and binding upon the parties.

Fees and expenses of the Arbitrator shall be borne equally by the parties.

If the District or any designated representative fails to hold a conference or give an answer within the time limits provided the grievant or the Association may at his/her or its election, advance to the next step in the procedure.

Nothing in this Grievance Procedure shall prevent a grievant on his/her own volition from withdrawing a grievance at any stage of the procedure.



## ARTICLE XII SENIORITY<sup>2</sup>

1. For the purpose of layoff, two distinct Employee categories are recognized: maintenance and custodial.

- a. In the event of a layoff in either category, the last Employee hired in a non-competitive position will be the first laid off.
- b. Civil Service rules for layoff apply to competitive positions.

2. Posting of Vacancies

When a vacancy occurs the vacant position shall be posted for ten (10) working days prior to filling the position. In the event a bargaining unit member applies for the vacancy an interview will be granted.

3. Assignments

For the purpose of permanent assignment, when a permanent change in assignment is required that affects the days of the week worked for full-time employees, the district shall:

- a. Initially seek qualified volunteers for assignments.
- b. Lacking qualified volunteers, the assignment shall be based upon seniority, with the least senior person assigned first, based on title of position.
- c. The District shall provide 30 calendar days notice to affected employees.

The District shall provide normal pay plus fifty cents (\$.50) per hour for all regularly scheduled non Monday through Friday workers. This does not include existing third shift employees whose last scheduled day of work in the week begins Friday evening and ends Saturday morning. An additional stipend shall be paid to employees with longevity as follows:

6-10 years	\$ .10
11-15	.15
16-20	.20
21+	.25

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<sup>2</sup> District counter November 17, 1999

#### 4. Layoff

- a. Employees who are laid off will be placed on a preferred eligible list (PEL) and entitled to the following in order of their seniority:
  1. Recall to a vacancy having the same position title from which the employee was laid off.
  2. An Employee who is laid off or reduced in hours from a position title to which there is a direct line of promotion<sup>3</sup> as defined below shall displace the least senior incumbent of the lower level position provided the incumbent of the lower level position has less seniority than the laid off Employee and meets the Civil Service qualifications for the position. The Employee may be required to serve a probationary period in accordance with Civil Service regulations. The rate of pay shall be the same as the employee's current rate classification at the time of the "bump", (i. e. probationary or permanent) in lower position classification. In the event that employee does not satisfactorily complete the probationary period (s)he will be reinstated to the PEL in his/her original order with the time served deducted from his/her PEL time. The rate of pay shall not exceed the rate range for the lower position.
  3. Direct line of promotion:

First consideration for vacant positions in other general unit categories for which the Employee applies. The administration will be the sole judge if the Employee is qualified in these cases.
  4. Such preferred eligible list shall expire three (3) years from the date of its establishment. Employees who decline to be recalled or accept appointment in accordance with paragraphs (a) -(c) above will lose their preferred eligible list rights and such declination will be deemed a resignation of employment effective the date of declination.

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<sup>3</sup> defined as follows: 1:( Cust. II, Cust. I, Cust. Wkr II, Cust. Wkr I, Cust. Helper). 2. (MW II, Grds crew ldr, MW I, Motor Equipment, grdskpr, maint hlpr, and drvr msgr).

5. Reduction in Hours.

In the event it becomes necessary to reduce working hours, the Employee having the least seniority in the position title affected will be reduced first. Said Employee will be given first preference for any future increase in hours with the position title.

6. Termination of employment

For reason of reduction in force, a thirty (30) calendar day advance written notice, or as soon as known, is required from the Director of Non-Instructional Services to the Employee.

**ARTICLE XIII  
SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE XIV  
TAYLOR LAW CLAUSE**

Section 204-a of the Civil Service Law

Agreements between public employers and employee organizations.

- A) Any written agreements between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such Agreement:

"It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."

- B) Every employee organization submitting such a written Agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

- C) Within sixty (60) days after the effective date of this act a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

## **ARTICLE XV SICK BANK**

A Sick Leave Bank established 1 July 1981, shall be administered by the District according to the following guidelines:

- A) The Sick Leave Bank shall be established by the contribution of two (2) days of accumulated sick leave from each participating unit employee.

All unit employees will be deemed to have joined the sick bank and thus contribute the requisite number of days unless the unit member declines to join the bank in writing and notifies his supervisor of this selection. Those who choose not to participate may not join the bank for one (1) year thereafter.

- B) The maximum number of days in the bank shall not exceed the maximum possible under A above, plus fifteen (15) days. (Two [2] days times the number of unit employees, plus fifteen).
- C) The bank may only be replenished once a year on the basis outlined in A) above when and if the days remaining in the bank reach fifteen (15) or less.
- D) First (1st) year employees are excluded from participation in the bank. They may elect to join the bank at the beginning of their second (2nd) year of employment by contributing two (2) days of accumulated sick leave.
- E) Only participating eligible employees may draw on the bank.
- F) An eligible employee must first exhaust all of his/her paid leave options (sick, vacation, etc.) and then be off the F-M payroll for five (5) consecutive days.
- G) The School District may require medical documentation on any claim to the bank at any time.
- H) An employee shall not be permitted to draw on the bank if he/she is receiving any other forms of compensation; e.g. Worker's Compensation.
- I) The purpose of the bank is to provide for lengthy periods of illness or non-work related injury.

J) Eligible employees may draw on the bank based on the following guidelines:

1. One (1) day for each year of full-time continuous employment with the F-M District;
2. One (1) day for each two (2) days of accumulated sick leave as of the beginning of the current school year;
3. The number of days shall be limited to the number of days arrived at by 1 and 2.

#### **ARTICLE XVI LICENSE REIMBURSEMENT**

The District agrees to contribute up to \$50 towards the cost of the fee for acquisition of a CDL for those employees required by the District, in writing, to obtain a CDL.

#### **ARTICLE XVII PERSONNEL FILE**

1. There shall be a personnel file maintained under the control of the Custodial or Maintenance Supervisor. Said file shall contain all pertinent employee information, excluding pre-employment confidential material.
2. The unit member shall be given a copy of any evaluation materials and/or written disciplinary warnings, etc. as they are placed in the file. The unit member shall acknowledge receipt of the copy through signature on the material. The unit member's signature to such material shall only signify that (s)he has seen the material.
3. A unit member may take written exception to said report. Such exception must be submitted within (5) business days of employee notification and will become a part of his/her file.
4. Each unit member shall have the right, with reasonable notice, to review the contents of the file, excluding the pre-employment confidential material. Said review shall be in the presence of the Director of Business Services or his/her designee. Copies of the file shall be made available to the employee at the per copy charges designated in Board Policy.

**ARTICLE XVIII**  
**EDUCATIONAL REIMBURSEMENT**

1. The District agrees to reimburse in full all full-time employees for any tuition for courses which said employees take related to their job provided:
  - a. The employee secures approval to take said course from the Custodial or Maintenance Supervisor, whichever is applicable and the Business Official, prior to taking said course.
  - b. The course is taken at an accredited school or in an accredited program.
  - c. The employee successfully completes said course.

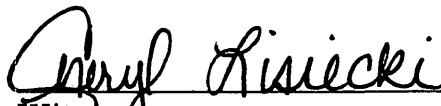
**ARTICLE XIX**  
**CLOTHING ALLOWANCE**

The District will no longer require unit members to wear uniforms. Guidelines for work appropriate clothing will be contained in the Rules and Regulations. The District agrees to contribute \$250 annually towards the cost of safety shoes, which are required, and the wear and tear on employee provided clothing. Newly hired employees will receive \$250 clothing allowance within thirty (30) days of completion of three (3) months of service. Other employees will receive the \$250 clothing allowance no later than August 31 of each school year.

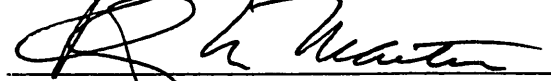
**ARTICLE XX  
TERM OF AGREEMENT**

This Agreement shall take effect December 1, 2002, and continue in full force and effect through 30 June 2005, except as otherwise specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by this Agreement, hereby set their hands and seals this 27<sup>th</sup> day of May, 2003.

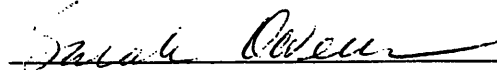
  
Witness

FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT

  
Superintendent of Schools

FAYETTEVILLE-MANLIUS CUSTODIAL/MAINTENANCE ASSOCIATION

  
President

  
Witness

# **SCHEDULE A WAGES**

2002-2005

## **PROBATIONARY RATES**

	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
Cust. Helper	\$ 11.09	11.48	11.88
Cust. Wkr. I	13.03	13.49	13.96
Cust. Wkr. II	14.30	14.80	15.32
Cust. I	15.43	15.97	16.53
Cust. II	17.36	17.97	18.60
Driver Messenger	13.88	14.37	14.87
Maintenance Helper	14.30	14.80	15.32
Maint. Wkr. I	15.24	15.77	16.32
Groundskeeper	15.24	15.77	16.32
Motor Equipment Operator	15.24	15.77	16.32
Grounds Crew Leader	16.52	17.10	17.70
Maint. Wkr. II	17.73	18.35	18.99

The above rates of pay shall be retroactive to July 1, 2002, for those employees on the payroll as of December 1, 2002.

2002-2005

## **PERMANENT RATES**

	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
Cust. Helper	\$12.21	12.64	13.08
Cust. Wkr. I	14.13	14.63	15.14
Cust. Wkr. II	15.24	15.77	16.32
Cust. I	16.53	17.11	17.71
Cust. II	18.43	19.08	19.75
Driver Messenger	14.98	15.50	16.04
Maintenance Helper	15.24	15.77	16.32
Maint. Wkr. I	16.32	16.89	17.48
Groundskeeper	16.32	16.89	17.78
Motor Equipment Operator	16.32	16.89	17.78
Grounds Crew Leader	17.64	18.26	18.90
Maint. Wkr. II	18.81	19.47	20.15

The above rates of pay shall be retroactive to July 1, 2002, for those employees on the payroll as of December 1, 2002.



Shift differential: Effective July 1, 1999, a third shift differential of \$.25 per hour shall be paid.

All employees hired after September 20, 1993 will be placed on the appropriate probationary rate for fifty-two (52) weeks after which the employee will be placed on the permanent rate. Per Civil Service Rule XIV, in the case of employees hired promotionally or as non-competitive/labor successive permanent appointments within the District, probationary terms will not exceed twenty-six (26) weeks.

In the event of a temporary or seasonal assignment as approved by the Director of Business Services, the assigned person shall be qualified and paid according to the probationary rate or \$.50 per hour above the individual's current rate whichever is greater, for the assigned position. Temporary assignments are those that exist for one week or longer, but less than 90 days. If such assignment exceeds the ninety (90) days then the rate of compensation shall be as defined above.

Stipends for longevity to be paid non-cumulative as follows:

6 - 10 years	\$150
11 - 15 years	\$250
16 - 20 years	\$325
21 - 25 years	\$400
over 25 years	\$475

The stipends will be payable annually on a biweekly basis commencing with the first fiscal year after completion of five year increment from date of hire.

## APPENDIX I. (1)

### NOTIFICATION OF ELECTION AS TO PARENTAL AND/OR MATERNITY LEAVE

\_\_\_\_\_  
Date (three [3] months previous to  
date leave will commence).

TO: Superintendent of Schools  
Fayetteville-Manlius  
Central School District

You are hereby notified in accordance with Article VII, Section B, that  
the undersigned elects to take the leave designated below.

1. Parental Leave of Absence without pay.
2. Sick Leave during pregnancy related disability.
3. Sick Leave during pregnancy related disability plus a  
Parental Leave of Absence.

According to my current best estimate the leave will commence \_\_\_\_\_,  
20\_\_\_\_, and shall terminate in accordance with the applicable provisions of  
Article VII.

1. Parental Leave of Absence without pay \_\_\_\_\_, 20\_\_\_\_.  
in accordance with the provisions of those subsections.

\_\_\_\_\_  
Employee's Signature

**APPENDIX I. (2)**  
**SICK LEAVE DURING PREGNANCY RELATED DISABILITY**

I have examined \_\_\_\_\_ on \_\_\_\_\_.

It is my professional medical opinion that as of \_\_\_\_\_ she will be physically unable to perform her regular work duties. At this time it is my best estimate that this disability will cease on \_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Doctor's Signature

**APPENDIX I. (3)**  
**SIX WEEKS AFTER DELIVERY**

I have examined \_\_\_\_\_ on \_\_\_\_\_.

It is my professional medical opinion that her pregnancy related disability will cease on \_\_\_\_\_ and that she will be able to return to full-time employment after that date.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Doctor's Signature